

## **REMARKS/ARGUMENTS**

Claims 3 and 11 have been canceled, new claim 23 has been added.

### **Claim Rejections – 35 U.S.C. § 101**

Claims 1-22 have been rejected under 35 U.S.C. § 101 because the claimed invention is directed to non-statutory subject matter.

**With respect to claims 1-20**, the applicant has amended claims 1-20 to now include a network node for generating and formatting an OSPF packet according to the disclosed methods. The network node is a physical element having a port and located on a card slot within a physical shelf (see paragraph [0025]).

**With respect to claim 21**, the applicant has amended claim 21 to now recite a network node.

Thus, claims 1-22 as amended cover a statutory subject matter according to 35 USC 101 and a withdrawal of the rejection is sought.

### **Claim Rejections – 35 U.S.C. § 103**

Claims 1-22 have been rejected under 35 U.S.C. § 103 (a) as being unpatentable under Doshi et al. (US Pub. No. 2004/0193728), hereafter “Doshi” in view of Chiba et al (US Pub. No. 2002/0080752), hereafter “Chiba”.

**With respect to claim 1**, the Examiner points again to paragraph [0228], lines 1-11 of Doshi to substantiate his argument that Doshi discloses a packet having Vendor attributes TLV fields. The Examiner further cites Chiba as disclosing TLV-fields including a Vendor-ID and equates such Vendor-ID to the Enterprise Code field of claim 1.

As stated in the response to the first office action, the provision of reserving fields for future use, in Doshi, does not amount to the full disclosure of the Vendor Attributes TLV fields on the LSA payload and the Vendor Attribute Link State ID field on the LSA header. In fact, Doshi discloses a standard LSA header as described in paragraph [0228], lines 1-2. The Examiner argues that a standard LSA header includes a Link State ID, but has failed to recognize that the Link State ID is not equivalent to the Vendor Attribute Link State ID, and that the standard LSA header can not be used to transmit Vendor Attributes TLV fields in the LSA payload. Furthermore, Chiba discloses an extended Vendor specific Attribute (VSA) for use in a RADIUS server. Such VSA is not related at all to a LSA and is not used at all in the OSPF protocol. The mere fact that VSA is used in TLV format does not make it equivalent to an LSA data. In addition, Chiba does not disclose a header portion of the VSA packet.

The Applicant respectfully disagrees with the Examiner in his rejection and maintains that there is no motivation to combine Doshi with Chiba.

The Applicant has nonetheless amended claim 1 to clearly establish that the Vendor Attribute Link State ID is inserted in the LSA header for indicating the presence of the set of Vendor Attribute TLV fields on the LSA payload.

Such linkage between the header and payload is not disclosed by any cited prior art.

A further amendment includes the step of providing the Vendor attribute-Type field on the Type field of the LSA payload for indicating the presence of the Enterprise Code field in the Value field of the LSA payload.

Thus, steps (b), (c) and (d) of amended claim 1 are neither present nor suggested in Doshi and Chiba.

For these reasons, the applicant respectfully requests that the rejection of claim 1 be withdrawn.

**With respect to claim 10** rejected by the examiner a similar rationale, the applicant reiterates the arguments above with regard to claim 1.

Additionally, the Applicant has amended claim 10 to include the step (f) of assigning a numerical value to the Vendor attribute Link State ID so as to avoid conflict with numerical values of an Opaque Type and Type-Specific ID fields of a standard opaque LSA header.

Thus, steps (c), (d), (e) and (f) of amended claims 10 are neither present nor suggested by Doshi and Chiba.

For these reasons, the Applicant respectfully requests that claim 10 be put in condition of allowance.

**With respect to claim 19**, the examiner reiterates the rationale for rejections presented with respect 1 and further states that Doshi discloses distributing wavelength identification information.

The Examiner relies on this excerpt from paragraph [0077] of Doshi: "It is assumed that for a particular protection path, the upstream node to the link computes and updates the sharing information (for an optical network, this may also include selection of the time slots, wavelength, and ports) and then passes this information to the downstream node so that both nodes connected to link have the same view of resources and sharing for the link."

The Applicant respectfully submits that claim 19 recites a vendor-specific wavelength identification information contained in the Vendor attribute-Data section, which is different from Doshi.

Also, as argued above with regard to claims 1 and 10, none of the cited art discloses an LSA packet having a Vendor attribute Link State Identification (ID) field. Furthermore none of the cited art discloses indicating the presence of the Vendor attributes by inserting a Vendor attribute Link State Identification (ID) field.

The Applicant has amended claim 19 to add these limitations, and therefore further differentiates from Doshi and Chiba, individually and in combination. Claim 19 now recites: indicating the presence of the Vendor Attribute fields by inserting in the packet a single Vendor attribute Link State Identification (ID) field.

For these reasons, the Applicant requests that the rejection of claim 19 be withdrawn.

**With respect to claim 21** rejected by a similar rationale as claim 19, the applicant reiterates the arguments presented above in response to the rejection of claim 19, and requests that claim 21 be put in condition of allowance.

**With respect to claim 11**, the Applicant has canceled claim 11.

**With respect to claim 2**, the applicant, reiterating the arguments presented above, states that the “Vendor Attribute Link State ID field” is not disclosed at all by Doshi, and therefore claim 2 can not be anticipated by Doshi.

“Vendor Attribute Link State ID field” is neither mentioned nor discussed in Doshi, and it is different from the Link State ID alluded to by the Examiner.

The Applicant has nonetheless amended claim 2 to further differentiate from the cited art. Claim 2 now recites a numerical value selected so as to avoid conflict with the numerical values of a Opaque Type and a Type-Specific ID fields of a standard opaque LSA header wherein the numerical value of the Vendor attribute Link State ID field indicates the presence of Vendor specific link related information in the Vendor attribute-Data section of the set of Vendor Attribute TLV fields.

Doshi mentions a standard LA header, which is different from the TE-LSA header and therefore the Link State mentioned by the Examiner can not be equated with Vendor Attribute Link State ID field which replaces the Opaque Type and a Type-Specific ID fields of a standard opaque LSA header. Furthermore Doshi does not disclose providing a numerical value of the Vendor attribute Link State ID field to indicate the presence of

Vendor specific link related information in the Vendor attribute-Data section of the set of Vendor Attribute TLV fields.

For these reasons, the Applicant requests that the rejection of claim 2 be withdrawn.

**With respect to claims 3**, the Applicant has canceled claim 3.

**With respect to claims 4 and 12-13**, the Applicant reiterates the arguments presented above in the response to the rejection of claim 2 and maintains that Doshi does not show using a opaque LSA header, in which the Opaque Type and a Type-Specific ID fields are replaced with a Vendor Attribute Link State ID field, to transmit vendor-specific information in the opaque LSA payload.

Furthermore claims 4 and 12-13 are dependent of claims 2 and 10, respectively, which are not obvious under Doshi in view of Chiba.

For these reasons, the Applicant requests that the rejection of claims 4 and 12-13 be withdrawn.

**With respect to claims 5 and 14**, the applicant has carefully considered the Examiner's reasons for rejection and the Examiner's response to the arguments previously presented by the Applicant and concludes that the Examiner has failed to fully appreciate the merits of those arguments.

Claims 5 and 14 respectively depend on claims 1 and 10, which are not obvious over the cited prior art.

For these reasons, the Applicant requests that the rejection of claims 5 and 14 be withdrawn.

**With respect to claims 6 and 15**, the applicant states that claims 6 and 15, being dependent of claims 5 and 14 respectively, are not anticipated by Doshi per claims 5 and 14 not being anticipated by Doshi. The Applicant maintains that Doshi does not disclose anything related to vendor attributes data section. Doshi mentions a provision

for vendor-specific extensions, which does not amount to disclosure of data section having vendor attributes. In fact Doshi mentions the possibility of the value field being empty. For all these reasons, the Applicant requests that the rejection of claims 6 and 15 be withdrawn.

**With respect to claims 7 and 16**, the applicant reiterates the arguments presented above that Doshi does not disclose anything related to vendor specific node or text string bearing a node name in the vendor attribute data section.

The “advertising node” in Doshi is mentioned not in the context of being part of the LSA payload but, rather, to describe the object of the Restoration TLV. This can not be equated to the use of a node name having a text string bearing the name of the node in the vendor attribute data section as disclosed in claims 7 and 16.

Furthermore claims 7 and 16 depend on claims which are not obvious under the cited art. Therefore claims 7 and 16 are not obvious under the cited art and, for all these reasons, should be put in condition of allowance.

**With respect to claims 8 and 17**, the applicant reiterates the arguments presented in response to the rejections of claims 6 and 15, and claims 7 and 16, that Doshi does not disclose anything related to vendor attributes data section, and claims 8 and 17 are not obvious over the cited art. For all these reasons, the applicant requests that the rejection of claims 8 and 17 be withdrawn.

**With respect to claims 9 and 18** dependent of claims 8 and 17, respectively, the applicant submits that they are not obvious over Doshi per their dependence to claims 8 and 17. Furthermore, as established in the response to the rejection of claims 7 and 16, the mere mentioning of “*advertising node*” by Doshi can not be equated to an advertising router ID field in the TLV sub-field as disclosed in claims 9 and 18. For all these reasons, the applicant requests that the rejection of claims 9 and 18 be withdrawn.

**With respect to claims 20 and 22**, the applicant reiterates that Doshi does not disclose an Enterprise code field in the LSA payload. The Applicant has further amended claims 20 and 22 to now recite a LSA header comprising said single Vendor attribute Link State Identification (ID) field. As established in the response to the rejection of claim 19, the cited art does not disclose a LSA header having a single Vendor attribute Link State Identification (ID) field.

For these reasons and for that claim 20 and 22 are dependent of claim 19 and 21, respectively, which are not obvious over the cited art, the withdrawal of the rejection of claims 20 and 22 is sought.

### **Conclusion**

Accordingly, the Applicant respectfully requests that the Examiner withdraw his rejections and allow claims 1 through 23 to issue.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Victoria Donnelly', with a stylized flourish at the end.

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